

COMPREHENSIVE DEVELOPMENT PLAN AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____, hereinafter referred to as the “Developer”, and the CITY OF ROANOKE, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the “City,”

W I T N E S S E T H:

THAT, WHEREAS, the Developer has proposed to undertake development activity upon a certain parcel of land, identified as Tax Parcel #_____, situate in the City and has caused to be made a comprehensive development plan, which plan is entitled “ _____ ”, prepared by _____, under date of _____, 20____, with revision dates of _____, 20____; _____, 20____; and _____, 20____; which plan is hereinafter referred to as the “Plan”;

WHEREAS, under the provisions of, Erosion and Sediment Control (Chapter 11.1), Zoning (Chapter 36.2), and Stormwater Management (Chapter 11.4), Code of the City of Roanoke (1979), as amended, providing for regulations governing the site development by comprehensive development plan review within the City, the Developer, as a prerequisite to the approval of the Plan, is required to provide certain physical improvements and certain erosion and sediment control measures, on, in and upon such parcel of land, which improvements and erosion and sediment control measures are set out and described in the Plan, which Plan is attached hereto as Exhibit A and made a part of the Agreement.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH that, pursuant to the provisions of Chapters 11.1, 11.4 and 36.2, of the Code of the City of Roanoke (1979), as amended, and in consideration of the approval by the City of the

Plan, the Developer hereby agrees to construct, install and provide at the Developer's sole expense and within the time hereinafter provided and in accordance with the requirements of Chapters 11.1, 11.4 and 36.2 of the Code of the City of Roanoke (1979), as amended, and the plans and specifications therefore approved by the City, on, in and upon the said parcel of land, or adjacent to the same, those certain improvements and erosion and sediment control measures set out and described in the Plan, the approximate total cost of which is estimated to be \$_____. To guarantee the proper and satisfactory installation of the improvements, erosion and sediment control measures described and set out in the Plan, the Developer is depositing with the City contemporaneously herewith either a bond with surety, cash escrow, or letter of credit in at least the amount of the aforesaid total estimate cost.

The Developer further agrees that each and every one of the aforementioned improvements and erosion and sediment control measures, on, in and upon the land embraced within the aforesaid tract of land or adjacent thereto, as set out in Exhibit A will be properly and satisfactorily provided, installed and completed by _____, 20__.

WITNESS our hands and seals as of the date first above written:

(Name of Developer)

If Developer is a Corporation:

ATTEST:

Secretary

By _____
President

If the Developer is an individual:

WITNESS:

(Individual Developer)

City of Roanoke

Development Engineer

COMPREHENSIVE DEVELOPMENT PLAN BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____,
hereinafter referred to as the Principal, and _____
_____, Surety, are held and firmly bound unto
the City of Roanoke, Virginia, in the sum of _____,
(\$_____) shall be for those certain improvements including but not limited to
curb, gutter, sidewalk, roadway, standard entrances, landscaping, storm sewer piping,
stormwater management facility and erosion and sediment control measures, good and
lawful money of the United States, to be paid to the City, for which payment well and
truly to be made we do bind ourselves, our heirs, personal representatives and assigns,
jointly and severally, firmly by these presents, and we do hereby waive the benefit of our
homestead exemptions as to this obligation.

WHEREAS, the Principal has proposed to undertake a site development activity
upon a certain tract of land, identified as Tax Parcel #_____, situate in the
City of Roanoke, Virginia, and has caused to be made a comprehensive development
plan, which plan is entitled,
“ _____,” prepared by
_____, under date of _____, 20_____.

WHEREAS, as a prerequisite for and in consideration of the final acceptance of
the development and in compliance with the provisions of Chapter 36.2, Zoning,
Chapter 11.1, Erosion and Sediment Control, and Chapter 11.4 Stormwater
Management, Code of the City of Roanoke (1979), as amended, the Principal has
agreed to construct, install and provide, at its sole expense, certain erosion and
sediment control measures, and certain physical improvements, make provisions for
easements and other rights in real estate on, in and upon the land embraced within the

aforesaid tract of land, or adjacent thereto, which site improvements and rights are more fully set out and described in a certain written Agreement entered into by the Principal with the City under date of _____, 20____, a copy of which is attached hereto and made a part hereof, which agreement is referred to as the "Agreement";

WHEREAS, by the terms of the Agreement, the Principal has agreed and shall undertake to provide, install and complete all of the aforementioned site improvements and rights within _____ (____) days from the date of the Agreement; and

WHEREAS, any alteration which may be made in the terms of the Agreement, including, without limitation, the amount to be paid or the work to be done under it, or the giving by the City of any extension of time for the performance of the Agreement or any other forbearance of any nature whatsoever on the part of either the City or the Principal to the other shall not in any way release the Principal, and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, and notice of such alteration, extension, or forbearance is hereby expressly waived by Surety.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall perform its obligations and agreements fully and satisfactorily as set forth in the Agreement within the time and in the manner therein specified and required, then this obligation is void, otherwise, it shall remain in full force and effect indefinitely.

WITNESS the following signatures and seals this _____ day of _____, 20__.

If Principal is a corporation:

(Name of Corporate
Principal)_____

ATTEST:

Secretary

(Seal) By _____
President

If Principal is an individual:

WITNESS:

(Individual
Principal) _____ (Seal)

Approved as to Amount of Bond:

Development Engineer

(Surety) _____ (Seal)

By _____ (Seal)

Attorney-in-Fact
(Attach copy of Power-of-Attorney)